

AGREEMENT OF DISCHARGE AND ASSIGNMENT

THIS AGREEMENT OF DISCHARGE AND ASSIGNMENT dated as of July 25, 1973, by and between TRUST COMPANY FOR USL, INC., as Trustee under a Trust Agreement dated as of January 1, 1973 (the "Trustee"), UNITED CALIFORNIA BANK and BANK OF CALIFORNIA, N.A. (collectively the "Assignees"):

W I T N E S S E T H:

WHEREAS, by a certain Assignment of Lease and Agreement to Acquire and Lease (the "Assignment") heretofore executed and delivered, the Trustee assigned to the Assignees all of the Trustee's right, title and interest in, to and under an Agreement to Acquire and Lease dated as of January 1, 1973 among the Trustee, UNITED STATES LEASING INTERNATIONAL, INC., as Agent for the Trustee (the "Agent") and CANADIAN NATIONAL RAILWAY COMPANY (the "Railroad"), and an Equipment Lease dated as of January 1, 1973 among the Trustee, the Agent and the Railroad, as an inducement for the Assignees to make interim loans to finance the acquisition of the equipment to be leased under the Equipment Lease and to secure payment of principal and interest on the interim notes (the "Interim Notes") evidencing said loans; and

WHEREAS, the said Assignment was filed for record in the Office of the Secretary of the Interstate Commerce Commission on February 22, 1973 and has been assigned Recordation No. 6855-A; and

WHEREAS, the said Assignment was filed for record in the Office of the Registrar-General of Canada on February 26, 1973 at 1:15 P.M.; and

WHEREAS, all the Interim Notes issued under the Assignment have been fully paid and discharged and any and all other obligations of the Trustee to the Assignees satisfied and complied with;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Trustee and the Assignees hereby covenant and agree as follows:

6855-B

RECORDATION NO. 6855-B Filed & Recorded

AUG 27 1973 - 2:46 PM

INTERSTATE COMMERCE COMMISSION

(1) The Assignees hereby acknowledge that full payment of the total amount to be paid by the Trustee to the Assignees pursuant to the Interim Notes has been made and that all of the conditions of the Assignment which constitute conditions precedent to the satisfaction of the lien created thereby and to the reassignment by the Assignees to the Trustee of all of right, title and interest in, to and under the Acquisition Agreement and the Lease, have been satisfied and complied with; and

(2) The Assignees hereby discharge and release any lien, claim or encumbrance, including without limitation, the lien created by the Assignment, which the Assignees may have in, to and under the Acquisition Agreement and the Lease, and all sums payable to the Trustee thereunder, and in, to and under all of the equipment described in Schedule A attached hereto and made a part hereof, as the same may exist; and

(3) The Assignees hereby assign and transfer to the Trustee any and all right, title and interest of the Assignees under or by virtue of the terms and provisions of the Interim Notes and Assignment in, to and under the Acquisition Agreement and the Lease, and in and to all sums payable to the Trustee thereunder and the equipment described in Schedule A hereto.

This Agreement of Discharge and Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder

duly authorized and their corporate seals to be hereto affixed and duly attested, as of the day and year first above written.

(Corporate Seal)

Attest:

Joanne L. Miller  
Assistant Secretary

TRUST COMPANY FOR USL, INC.,  
as Trustee under a Trust Agreement  
dated as of January 1, 1973

By Bm Maushardt  
Its President Trustee

(Corporate Seal)

Attest:

Joseph A. Keenan  
Vice-President Secretary

UNITED CALIFORNIA BANK

By Robert J. Slawinski  
Its Asst. V.P. Assignee

(Corporate Seal)

Attest:

Donald D. Brown  
Vice President Secretary

BANK OF CALIFORNIA, N.A.

By A. J. Rice  
Its Asst. Vice President Assignee

**SCHEDULE A**

**(To Agreement of Discharge  
and Assignment)**

**DESCRIPTION OF EQUIPMENT:**

Forty-two (42) 2,000 H.P. GP  
38-2 diesel electric locomotives  
bearing road numbers CN 5519  
through CN 5560, both inclusive.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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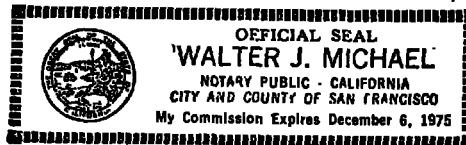
On this 20<sup>th</sup> day of August, 1973, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

(SEAL)

My commission expires:

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Walter J. Michael  
Notary Public



STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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On this 22 day of AUGUST, 1973, before me personally appeared LYOYD STASIAWSKI, to me personally known, who being by me duly sworn, says that he is the ASST VICE PRESIDENT of UNITED CALIFORNIA BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

(SEAL)

My commission expires:

Carolyn L. Schrepfer  
Notary Public



STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

SS

On this 23<sup>rd</sup> day of August, 1973, before me personally appeared R.G. NICE, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of BANK OF CALIFORNIA, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

(SEAL)

My commission expires:

12/7/75

Eugene G. Naham  
Notary Public

EUGENE G. NAHAM

